

Men's White Shirts, 85c

Stiff and Plaited Bosom Shirts, with attached or no cuffs, some made coat fronts, with every size plait; these are perfect goods; usually \$1.00 and \$1.50 values, for..... **85c**

25c Men's Four-in-Hands, 19c

These are all silk, in plain colors, well made, the correct width and length; about 1,800 in the lot; all nicely fixed in a Christmas box; 18 different colors; special..... **19c**

50c Hat Pins and Brooches for 25c

We secured a concession in price from one of the largest importers on a limited quantity of Hat Pins and Brooches. The goods are all this season's patterns, and will make most attractive gifts. They are set with imitation amethyst, sapphire and topaz stones, and the value is 50c. This special lot will go on sale to-day at, each..... **25c**

50c Handkerchiefs for 25c

The best Handkerchief bargains of the season will be offered to-day. Just 76 dozen Women's Very Fine Quality All Linen and Shamrock Embroidered Handkerchiefs, in absolutely the newest designs of embroidery, the regular retail price of which is 50c each. These will go on sale to-day at 25c, and they will sell out in a hurry.

Miller & Rhoads

NORFOLK CASE UP ON APPEAL

Traction Company Fighting Verdict of \$10,000 Given by Jury to Miss Rephan.

Argument was heard yesterday in the United States Circuit Court of Appeals in the case of the Norfolk and Portsmouth Traction Company, plaintiff in error, against Miss Rephan, defendant in error, up from the Circuit Court at Norfolk, where the plaintiff received a verdict of \$10,000 for the loss of a leg.

Suit against the Norfolk Traction Company was brought by Miss Rephan's father, Harry Rephan, of Columbia, S. C., who sought \$10,000 damages for his daughter's injury.

The accident occurred November 14, 1908, when Miss Rephan was knocked down and run over by a trolley car. Her injuries were such that it was necessary to amputate her left leg at the thigh.

Suit against the railway company was instituted, and the jury awarded the plaintiff \$10,000 damages. Judge Edmund Waddill, Jr., offered the plaintiff a verdict of \$10,000, otherwise he announced he would set aside the jury's findings.

The compromise was accepted by counsel for the plaintiff, and the traction company brought the case to the Circuit Court of Appeals.

Argument for the defendant in error yesterday was made by S. M. Brandt, of Norfolk, and for the plaintiff in error by Henry W. Anderson and W. H. Venable.

FOOT GUARD MAY COME HERE AGAIN

Will Be En Route to Atlanta. Blues Considering Invitation.

Whether or not the Richmond Blues accept the invitation of the Home Guard of Atlanta to be present and assist at the week's festivities next October, it is probable that the First Company of Governor's Foot Guard, of Hartford, Conn., will be in Richmond for perhaps a day during that time.

The First Company, which was one of the commands entertaining the Home Guard during that memorable trip through the North twenty years ago, has already accepted the invitation to visit and deliver a word of advice to the Blues in full dress will be on the scene at the parade on December 14. It will be followed by dancing.

A good many recruits are being received by the Blues companies, bringing with them the spirit of the old company. C. has purchased a Vocera, which is a worthy rival in the armory of the player-planes of Companies A and B.

MUST PAY ALL BACK GAS BILLS

Judge Grinnan Refuses Mandamus to Mayo and Bowe.

DANGEROUS PRECEDENT TO BE GIVEN FAIR TRIAL

Pollard Says City's Conduct of Gas Works Is Business Enterprise.

Petition for a mandamus to compel Joseph M. Shelton, inspector of gas, to turn on gas at 711 1/2 Main Street, was refused yesterday by Judge Daniel Grinnan in the Chancery Court of the city of Richmond. There is an unpaid gas bill of \$65.67 standing against the property since 1906, when it was under other ownership and in the hands of other tenants.

Under the opinion of former City Attorney Meredith, an unpaid gas bill is not a lien on the property, and in no way clouds its title. Judge Grinnan holds that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

Dangerous Precedent. The application for mandamus was brought by Attorney Alex Sands for N. W. Bowe & Son, real estate agents, who act for P. H. Mayo, the present owner of the property. The attorney said that the city of Richmond, in engaging in the manufacture and sale of gas, is in a business enterprise not of a governmental character, and that the city could make such proper business regulations for the conduct of that business enterprise as it saw fit, one of the rules being to turn off the gas of all parties whose bills go unpaid for a certain time.

MAIL SERVICE WILL NOT SUFFER

New Schedule to West Point Made to Serve Northern Neck People.

TO BE GIVEN FAIR TRIAL

If Record Shows Otherwise, Chamber and Southern Will Correct It.

In regard to the interview with Major J. N. Stubbs, of Gloucester, printed in The Times-Dispatch yesterday, in which he complained that the new schedule in the West Point division of the Southern Railway seriously interfered with the mail service to the Tidewater section, it was explained that the service became effective only on Monday, and that it would be given a fair trial.

The Chamber of Commerce, whose aim is to safeguard the interest of Richmond business people and shippers, has been in touch with the situation, and the following statement yesterday which is self-explanatory:

"On November 27, information reached me that the Southern Railway would, on November 27, change the schedule of train No. 74 between Richmond and West Point, so that it would leave Richmond at 7 A. M. instead of 4:30 A. M. This proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

"I immediately communicated with the railway mail service of the Post Office, for the purpose of ascertaining at what hour it would be necessary for the train to reach West Point in order to make the same mail connection which was being made by the train leaving Richmond at 4:30 A. M. and I ascertained that an arriving time at West Point at 9 A. M. would accomplish this.

Really a Compromise. "On the morning of November 12 I had a conference with W. L. Pierce, superintendent of the Southern Railway at Richmond, at which, after conferring with the railway mail service, we agreed upon a compromise. The proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

"I immediately communicated with the railway mail service of the Post Office, for the purpose of ascertaining at what hour it would be necessary for the train to reach West Point in order to make the same mail connection which was being made by the train leaving Richmond at 4:30 A. M. and I ascertained that an arriving time at West Point at 9 A. M. would accomplish this.

Really a Compromise. "On the morning of November 12 I had a conference with W. L. Pierce, superintendent of the Southern Railway at Richmond, at which, after conferring with the railway mail service, we agreed upon a compromise. The proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

"I immediately communicated with the railway mail service of the Post Office, for the purpose of ascertaining at what hour it would be necessary for the train to reach West Point in order to make the same mail connection which was being made by the train leaving Richmond at 4:30 A. M. and I ascertained that an arriving time at West Point at 9 A. M. would accomplish this.

Really a Compromise. "On the morning of November 12 I had a conference with W. L. Pierce, superintendent of the Southern Railway at Richmond, at which, after conferring with the railway mail service, we agreed upon a compromise. The proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

"I immediately communicated with the railway mail service of the Post Office, for the purpose of ascertaining at what hour it would be necessary for the train to reach West Point in order to make the same mail connection which was being made by the train leaving Richmond at 4:30 A. M. and I ascertained that an arriving time at West Point at 9 A. M. would accomplish this.

Really a Compromise. "On the morning of November 12 I had a conference with W. L. Pierce, superintendent of the Southern Railway at Richmond, at which, after conferring with the railway mail service, we agreed upon a compromise. The proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

"I immediately communicated with the railway mail service of the Post Office, for the purpose of ascertaining at what hour it would be necessary for the train to reach West Point in order to make the same mail connection which was being made by the train leaving Richmond at 4:30 A. M. and I ascertained that an arriving time at West Point at 9 A. M. would accomplish this.

Really a Compromise. "On the morning of November 12 I had a conference with W. L. Pierce, superintendent of the Southern Railway at Richmond, at which, after conferring with the railway mail service, we agreed upon a compromise. The proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

"I immediately communicated with the railway mail service of the Post Office, for the purpose of ascertaining at what hour it would be necessary for the train to reach West Point in order to make the same mail connection which was being made by the train leaving Richmond at 4:30 A. M. and I ascertained that an arriving time at West Point at 9 A. M. would accomplish this.

Really a Compromise. "On the morning of November 12 I had a conference with W. L. Pierce, superintendent of the Southern Railway at Richmond, at which, after conferring with the railway mail service, we agreed upon a compromise. The proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

"I immediately communicated with the railway mail service of the Post Office, for the purpose of ascertaining at what hour it would be necessary for the train to reach West Point in order to make the same mail connection which was being made by the train leaving Richmond at 4:30 A. M. and I ascertained that an arriving time at West Point at 9 A. M. would accomplish this.

Really a Compromise. "On the morning of November 12 I had a conference with W. L. Pierce, superintendent of the Southern Railway at Richmond, at which, after conferring with the railway mail service, we agreed upon a compromise. The proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

"I immediately communicated with the railway mail service of the Post Office, for the purpose of ascertaining at what hour it would be necessary for the train to reach West Point in order to make the same mail connection which was being made by the train leaving Richmond at 4:30 A. M. and I ascertained that an arriving time at West Point at 9 A. M. would accomplish this.

Really a Compromise. "On the morning of November 12 I had a conference with W. L. Pierce, superintendent of the Southern Railway at Richmond, at which, after conferring with the railway mail service, we agreed upon a compromise. The proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

"I immediately communicated with the railway mail service of the Post Office, for the purpose of ascertaining at what hour it would be necessary for the train to reach West Point in order to make the same mail connection which was being made by the train leaving Richmond at 4:30 A. M. and I ascertained that an arriving time at West Point at 9 A. M. would accomplish this.

Really a Compromise. "On the morning of November 12 I had a conference with W. L. Pierce, superintendent of the Southern Railway at Richmond, at which, after conferring with the railway mail service, we agreed upon a compromise. The proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

"I immediately communicated with the railway mail service of the Post Office, for the purpose of ascertaining at what hour it would be necessary for the train to reach West Point in order to make the same mail connection which was being made by the train leaving Richmond at 4:30 A. M. and I ascertained that an arriving time at West Point at 9 A. M. would accomplish this.

Really a Compromise. "On the morning of November 12 I had a conference with W. L. Pierce, superintendent of the Southern Railway at Richmond, at which, after conferring with the railway mail service, we agreed upon a compromise. The proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

"I immediately communicated with the railway mail service of the Post Office, for the purpose of ascertaining at what hour it would be necessary for the train to reach West Point in order to make the same mail connection which was being made by the train leaving Richmond at 4:30 A. M. and I ascertained that an arriving time at West Point at 9 A. M. would accomplish this.

Really a Compromise. "On the morning of November 12 I had a conference with W. L. Pierce, superintendent of the Southern Railway at Richmond, at which, after conferring with the railway mail service, we agreed upon a compromise. The proposed change, if made, would have broken every mail connection in the Northern Neck, and reached via West Point, as the mail could not, under such circumstances, be carried by the railroad.

WANT NEW HOME FOR FIRST MARKET

Committee Recommends Transfer to Seabrook Warehouse Site.

RENT OF STALLS REDUCED

Over Protest of Old Members, Hucksters at Second Market Secure Lower Scale.

On recommendation of Councilman George W. Rogers, the Committee on Markets last night recommended to the Council a resolution looking into the erection of a new establishment for the First Market on the site formerly occupied by Seabrook's Warehouse, on Grace Street, between Seventeenth and Eighteenth Streets. The lot is now the property of the city and is unoccupied, the old tobacco warehouse having been allowed to decay for want of repair until it was untenable.

The resolution does not give any estimate of the cost of the proposed market house. It merely asserts that the present structures of the First Market are old, and out of repair; that it will cost a large sum to put them in proper condition, and that it is advisable for the city to look into the cost of erecting a new market house along modern lines.

It instructs the Committee on Markets to secure plans and specifications and report the cost to the Council. Probably that portion of the First Market lying between Main and Franklin Streets, over which used to be the historic Old Market Hall, of political fame, since torn down, could be sold for a sum sufficient to pay the cost of erecting a modern market on the Seabrook Warehouse lot, with every convenience provided both for hucksters and customers.

Reduce Rent of Stalls. The affairs of the Second Market also came in for an extended discussion before the committee last night, after the hearing of many market men seeking to reduce the scale of rental of stalls under the Blues Armory. The action was taken by three new members of the committee, over the protest of the two old members present, who insisted that the demand for a reduction in stall rent was an annual event, and that whatever action was taken the stall keepers would be back next year with a hard luck story to ask another reduction. A subcommittee reported a new schedule of charges nearly one-fourth lower than that of the past six months since the new market house has been in use, and it was adopted. Chairman Don Leavy and Councilman Rogers voting in the negative.

Action was also taken requiring the clerks of the market to be uniformed, and regulating the sale of poultry, forbidding the sale of live poultry in that part of the market set apart for the sale of vegetables.

Health Exhibit at Conference. Plans for the great tuberculosis conference to be held here on Friday and Saturday of this week, including a large and most interesting tuberculosis exhibit ever shown in the State. Every institution engaged in combating the white plague will send photographs of its buildings, statistics of the work done and interesting accounts of its methods.

Among the exhibits which have already arrived in Richmond and which are now being installed in the Mechanics' Institute are those from the State Sanatorium at Catwaba, the notable Norfolk school exhibit, which is a model of its kind, and exhibits from the State Farm, the Central State Hospital, the Eastern Hospital, the Petersburg Sanatorium and the Western State Hospital. These will be open to public inspection during the conference, and are expected to attract many visitors.

Indications are that the conference will be largely attended by health experts from all sections of the State. All the local health and tuberculosis leagues in the State will be represented. The Mayor, all the town and cities and the supervisors of the counties have all been invited, as well as the representatives of the Chambers of Commerce and Boards of Trade.

Coming at the time when the State-wide sale of Red Cross Christmas seals is under way, and when "Pine Camp," the city tuberculosis sanatorium is just opened, the conference on tuberculosis is regarded as promising great good in the war being waged on consumption. "Unless we will indications fall," said a prominent health officer of the State yesterday, "we will mark an epoch in better health work in Virginia from this conference."

Henrico Lonesome. Only County Which Refuses to Bond for Good Roads. "Henrico county is in a class by itself in refusing to issue bonds to build good roads with State aid," said State Highway Commissioner P. St. Julien Wilson yesterday. "I have a telegram from the Times-Dispatch announcing that Lee has voted \$264,000 of bonds by 1,000 majority. Lee is the only county, save Henrico, which has voted such a large proposition, which is a record. Now it has redeemed itself, Henrico has not."

Within one week two counties in the Southwest have voted a total bond issue of \$1,064,000. The next election is on December 14 in Scott, which will act on a \$200,000 proposition.

8th Annual Entertainment. The Improvement League will give an entertainment to-night at 8 o'clock in the assembly hall of the Glen Lea Schoolhouse, when a musical program by local talent will be carried out. A feature will be the presentation of "bell favors" to all who attend.

Came Here for Operation. To undergo a surgical operation for appendicitis Mrs. Choyce, wife of Dr. Walter Choyce, of Sumter, S. C., was brought to Richmond yesterday and is now at the Memorial Hospital. Dr. Choyce was under the knife in 1909, and the result was so satisfactory that the South Carolina physician has unbounded faith in Richmond surgeons.

THE SAVINGS BANK OF RICHMOND "A RAINY DAY" doesn't worry the man with a savings account. Start with us to-day, 1117 East Main Street

We Start the New Month

With a complete stock of high grade wearables. With a stock that is as exclusive as it is meritorious.

With a G.-R. Suit or Overcoat wear a Knox Hat.

Gans-Rady Company

LEVY CALLED HALT ON VACCINATION FEES

So far as any official record shows, no extra charges for vaccination have been made by the City District physicians for about five weeks past, when the attention of the authorities was called to a practice said to have been sanctioned by former Superintendent of Public Schools W. F. Fox. Dr. J. A. Chandler, Superintendent of Schools, said last night that several weeks ago a colored woman complained to him of the charge made by a district physician for vaccinating her child at a public school.

That was the first information I had of any such custom," said Dr. Chandler. "I at once conferred with Dr. Levy, of the Board of Health, and took the first opportunity to bring the matter to the attention of the School Board. I am informed that the Board of Health took action some weeks ago protesting against any such charge and instructing the district physicians that there was no warrant for it. In order to place itself on record in the matter, the School Board took similar action on Tuesday night, asserting that it emphatically disapproved of any such charges, in view of the fact that the pay of the district physicians had been raised one-half when it was agreed that they should look after the health of public school children.

The position of the seven district physicians is somewhat anomalous. They were originally designed to serve the poor of the city, yet they are not under the direction of the Council Committee on Relief of the Poor, which operates the Almshouse, City Hospital, distribution to the outdoor poor and the ambulatory and emergency service.

Although elected on ward nominations by the City Council, sitting in joint session, the physicians are nominally under the Board of Health, which can neither "hire nor fire" them. The Board of Health incorporates in its annual report the record of visits made by the district physicians, as reported, and uses the physicians in case of any emergency, as for instance, when a general vaccination is needed in any vicinity where a case of smallpox may be found.

Otherwise the district physicians work independently, responding to such calls as may come from the poor of the city. Wherever the patient seems able to pay, they may collect a physician's fee, but are under contract to serve the poor without charge. In addition they are expected to vaccinate pupils of the public schools at the opening of each term and in times of epidemic. For these services they receive a salary of \$900 each and a free telephone, and are now asking an increase to \$1,200 each. Some members of the Council have suggested the abandonment of the district system and the employment for their whole time of a capable physician to serve under the Committee on Relief of the Poor as physician to the poor of the city, with an office at the City Hall, where prescriptions might be given.

Those favoring this plan believe that it would prove more convenient to the poor themselves, that the doctor would

be more readily accessible than if he had a large private practice as some of the present physicians have, and that better results could be secured by the employment of a capable doctor for all his time, with less expense than now attaches to the payment of seven salaries for only a small part of seven men's time. Every practicing physician does more or less charity work, and some of the district physicians admit that they do little more for the poor than some who receive no salary from the city.

Chief Health Officer E. C. Levy gave out a statement yesterday morning defending the district physicians from the implied charge of the School Board resolution, stating that so far as he was informed none of them had made any vaccination taken a month or more ago. Dr. Levy admits that when in 1905 the pay of the district physicians was raised from \$600 to \$900 each, it was with the understanding that they would attend to school children. Dr. Chandler says that it was he himself who informed Dr. Levy that the physicians or some of them, were making such vaccination charges, and caused the Board of Health to take the action it did, which resulted in the physicians being instructed to vaccinate without charge.

Dr. Levy's statement admits that his attention was first called to the matter by the Superintendent of Schools. The action of the Board of Health, just made public, requires district physicians "to attend to the vaccination of the pupils in the public schools at the beginning of each term and upon other regular occasions as required, and to attend to the vaccination of any pupils admitted to the public schools at any time during the session, such vaccination to be done only upon the request of or with the consent of parent or guardian. No fee to be charged or collected in connection with vaccinations in public schools, provided that this rule shall not prohibit any district physician from charging and collecting the customary fee for vaccinations done by him in the families of his regular pay patients."

Whenever the physicians are called in, and the circumstances do not, in their judgment, justify free treatment, they are authorized to make the customary charges, and it is an admitted fact that some physicians to the poor in the past have in this way built up paying practices and been able to give up the city employment. Some of the district physicians, it is stated, have never made any vaccination charges for school work, though others admit having made such charges in the past, and justify it